

Dealer Number _____ Contract Number _____ R.O.S. Number 88678047 Stock Number 27791

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code) Double click question marks for more information.	Creditor - Seller (Name and Address)
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<input checked="" type="checkbox"/>	1999	OLDSMOBILE OLDSMOBILE	46338		<input type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural <u>4667-705</u>

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
<u>6.66</u> %	<u>3.00</u> (e)	<u>97.00</u>	<u>40.00</u> (e)	<u>40.00</u> (e)
The cost of your credit as a yearly rate.				
The dollar amount the credit will cost you.				
The amount of credit provided to you or on your behalf.				
The amount you will have paid after you have made all payments as scheduled.				
The total cost of your purchase on credit, including your down payment of <u>5000.00</u> is <u>40.00</u> in estimate				

Number of Payments	Amount of Payments	When Payments Are Due:
59 Payments	289.00	Monthly, Beginning 06/22/2001
One Final Payment	289.00	05/22/2006

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

1. Cash Price	\$ 13995.00 (A)
2. Amounts Paid to Public Officials	\$ 242.00 (A)
3. Amount Paid to Insurance Companies	\$ N/A (3)
4. Smog Certification Fee Paid to State	\$ 8.25 (4)
5. Subtotal (1 through 4)	\$ 16897.00 (5)
6. Total Downpayment	\$ 500.00 (A)
7. Amount Financed (5 less 6)	\$ 10897.00 (7)

1. Cash Price Vehicle	\$ 13495.00
2. Cash Price Accessories	\$ 500.00
B. Document Preparation Fee (not a governmental fee)	\$ 45.00 (B)
C. Smog Fee Paid to Seller	\$ 50.00 (C)
D. Sales Tax (on A + B + C)	\$ 1056.75 (D)
E. Luxury Tax	\$ N/A (E)
F. Service Contract (optional)*	\$ 1495.00 (F)
G. Prior Credit or Lease Balance paid by Seller to	\$ N/A (G)
H. Other (to whom paid)*	\$ N/A (H)
Total Cash Price (A through H)	\$ 16641.75 (1)
A. License Fees	\$ 242.00 (A)
B. Registration/Transfer/Titling Fees	\$ -INCL- (B)
C. Smog Impact Fee	\$ N/A (C)
D. Other Calif. Tire Fee*	\$ 5.00 (D)
E. Other	\$ N/A (E)
Total Official Fees (A through E)	\$ 247.00 (2)
(Total premiums from Statement of Insurance column a + b)*	\$ N/A (3)
Subtotal (1 through 4)	\$ 16897.00 (5)
A. Gross Trade-In Yr 1989 Make HITS	\$ 500.00 (A)
Model GALA Odor 149875	
VIN JA3BR46V8KZ003928	
B. Less Prior Credit or Lease Balance	\$ N/A (B)
C. Net Trade-In (A less B) (Indicate if a negative number)	\$ 500.00 (C)
D. Deferred Downpayment	\$ N/A (D)
E. Manufacturer's Rebate	\$ N/A (E)
F. Other	\$ N/A (F)
G. Cash	\$ 5500.00 (G)
Total Downpayment (C through G)	\$ 6000.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1G above)	
Amount Financed (5 less 6)	\$ 10897.00 (7)

Term	Premium
\$ N/A/Bed Comp, Fire & Theft	\$ N/A
\$ N/A/Bed Collision	\$ N/A
Body Injury \$ N/A/Arts	\$ N/A
Property Damage \$ N/A/Arts	\$ N/A
Medical \$ N/A/Arts	\$ N/A
Total Vehicle Insurance Premiums	\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer: X
Co-Buyer: X
Seller: X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Life: <input type="checkbox"/> Buyer <input type="checkbox"/> Co-Buyer <input type="checkbox"/> Both
Disability (Buyer Only)
Term N/A Mos. Exp. N/A Premium N/A
Credit Life N/A Mos. N/A Premium N/A
Credit Disability N/A Mos. N/A Premium N/A
Total Credit Insurance Premiums \$ N/A (b)
Insurance Company Name _____
Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

05/08/01
Date Buyer Signature X Age 24
Date Co-Buyer Signature X Age 24

OPTIONAL GAP CONTRACT A gap contract (debt cancellation) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra cost. See your gap contract for details on the protection it provides.
Term N/A Mos. N/A
Name of Gap Contract _____
Buyer: X

FINANCE CONTRACT (Optional) You want to purchase a finance contract with the following company for _____
WESTERN GENERAL
Term 24 Mos. or 24000 Miles
Buyer: X

THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Initials _____ Co-Buyer Initials _____

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.
Proceeds of Loan From: N/A
Amount \$ N/A Finance Charge \$ N/A
Total \$ N/A Payable in N/A
Installments of \$ N/A \$ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
 Name of autobroker receiving fee, if applicable:

NOTICE OF RECISSION RIGHTS
If Buyer and Co-Buyer are here, the provisions of the Rescission Rights section on the back giving the Seller the right to rescind if Seller is unable to assign this contract to a financial institution shall apply.
Buyer: X Co-Buyer: X

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____ Year. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

NOTICE TO BUYER: This present policy may not cover collision damage or may not provide for full replacement costs for the vehicle being purchased. If you do not have full coverage, supplemental coverage for collision damage may be available to you through your insurance agent or through the selling dealer. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD. FOR ADVANCE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X Co-Buyer Signature X

THERE IS NO COOLING OFF PERIOD
California does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.
Buyer Signature X Date 05/08/2001 Co-Buyer Signature X Date 05/08/2001

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that the Creditor has a security interest in the vehicle and consents to the security interest.
Other Owner Signature X Address _____ Title MGR.
Seller Signature X Date 05/08/2001